



GSA Office of Property Disposal

Auction  
U. S. Government Property

# Berea Ranger Residence

Berea, KY



October 13, 2005

# Invitation For Bids

**Berea Ranger Residence  
125 Cherry Road  
Berea, KY 40403  
4-A-KY-0616**

## Public Auction:

### Date/Time:

Thursday, October 13th, 2005 at 10:00 AM

### Auction Site:

Holiday Inn Express  
365 Peggy Flats Road  
Berea, KY 40403 (859) 985-1901

### Bid Deposit:

**\$7,500 cashier's check or certified funds endorsable to the U. S. General Services Administration is required for bidding.**

### Terms:

All cash, as-is. Balance due in 60 days.

### Open House:

A GSA representative will be on hand for tours and information:

- Friday, September 16th, 10:00 AM to 2:00 PM and
- Friday, September 30th, 10:00 AM to 2:00 PM

### Property Description:

1,696 Sq. Ft. (Gross Living Area) residential property situated upon 0.31 acre lot. The house is a 3 bedroom, 1.75 bath, one story home with a garage that has been used in the past as a district ranger residence. The lot has a chain link back yard fence, a garden shed, and an asphalt driveway.

### Directions to Auction Location:

From Lexington, KY, take I-75 South to exit 77. After taking exit 77, bear right at the red light. Then take another right turn between the BP & Shell Stations. After turning between the service stations, the Holiday Inn Express will be located on the left.

### Directions to Property:

Follow I-75 South for approximately 34 miles. Take Exit 76 (KY-21/Lancaster Rd.) toward Berea. Turn left onto KY-21 East and go past a Wal-Mart store to a traffic light at intersection with US-25. Turn right onto US-25 and go approximately a quarter mile to Cherry Road. Turn left onto Cherry Road and the house will be on the right.

**For more information, contact Gabriel Head, Realty Specialist  
at (404) 331-0298 or by email at [Gabriel.Head@gsa.gov](mailto:Gabriel.Head@gsa.gov)**

# Instructions to Bidders

## 1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids" (IFB).

## 2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$7,500 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

## 3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

## 4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be

accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# General Terms of Sale

## 1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

## 2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER. All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

## 5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

## 6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

## 7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

## 8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

## 9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

## 10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.



## General Terms of Sale, continued

### 11. Documentary Stamps, Cost of Recording and Adjustments

Any rents or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

### 12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

### 13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

### 14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## Special Terms and Conditions

### LEAD-BASED PAINT

**A. Lead-Based Paint Hazard Warning.** The Property (including the improvements) that is the subject of this sale was built before 1978 and contains lead-based paint.

*Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**B. Risk Assessment and Inspection.** The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. The results of the survey showed that the fascia board on the rear side of the house and the floor of the bedroom immediately adjacent to the entry hall both contained lead-based paint. The risk assessment indicated that there were lead-containing materials at concentrations above regulatory limits at these locations. The government has taken actions to eliminate these hazards. A copy of these reports can be obtained by contacting Gabriel Head, Realty Specialist, by telephone at 404-331-0298 or by email at [gabriel.head@gsa.gov](mailto:gabriel.head@gsa.gov).

**C. Inspection by Bidder.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

**D. Lead Hazards Pamphlet.** In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead in Your Home*. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at [www.hud.gov/offices/lead/outreach/leapame.pdf](http://www.hud.gov/offices/lead/outreach/leapame.pdf). GSA encourages every bidder to review this pamphlet prior to submitting a bid.

**E. Disclosure Form.** Each bidder must complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

## Legal Description

A certain lot with the improvements thereon situated on the South side of Cherry Road in Holly Hills, Addition No. 2, in Berea, Madison County, Kentucky, bounded and described as follows:

BEGINNING at a stake on the South side of Cherry road, a corner to Lot No. 12A in Holly Hills Addition No. 2; thence Southwardly with line of said Lot No. 12A 175 feet to a post, a corner to the property of Jack W. Engle; thence Westwardly with the Engle line 76 feet to a post, which post is in the common division line between Lots Nos. 1 and 2 of Holly Hills Addition No. 2; thence Northwardly with said line 175 feet to a stake in the South edge of Cherry Road; thence Eastwardly with the South edge of Cherry Road 85 feet to the place of beginning.

ALSO:

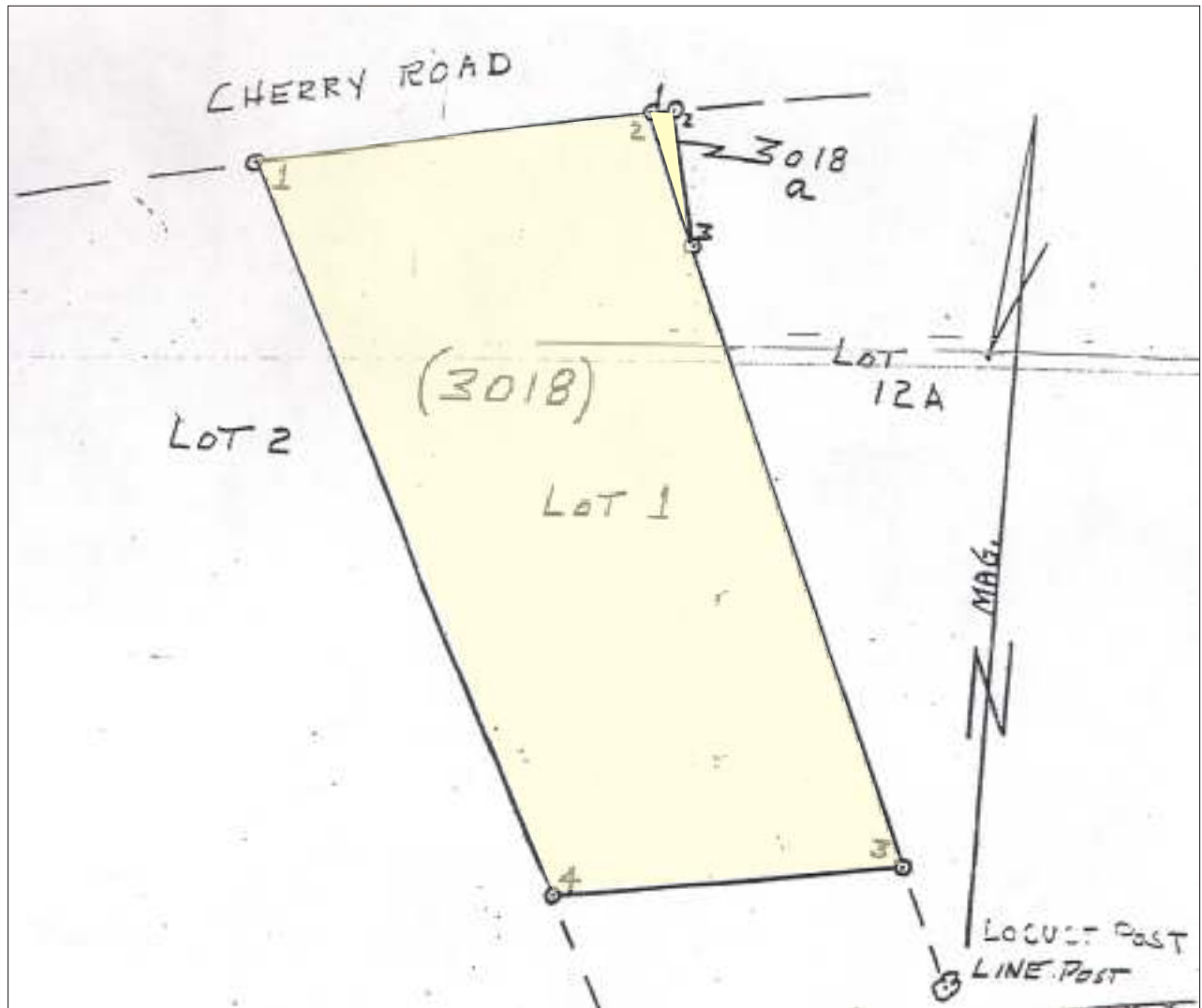
A certain triangular lot of land fronting a distance of five (5) feet on the

south side of Cherry Road in the City of Berea, Madison County, Kentucky, described as follows:

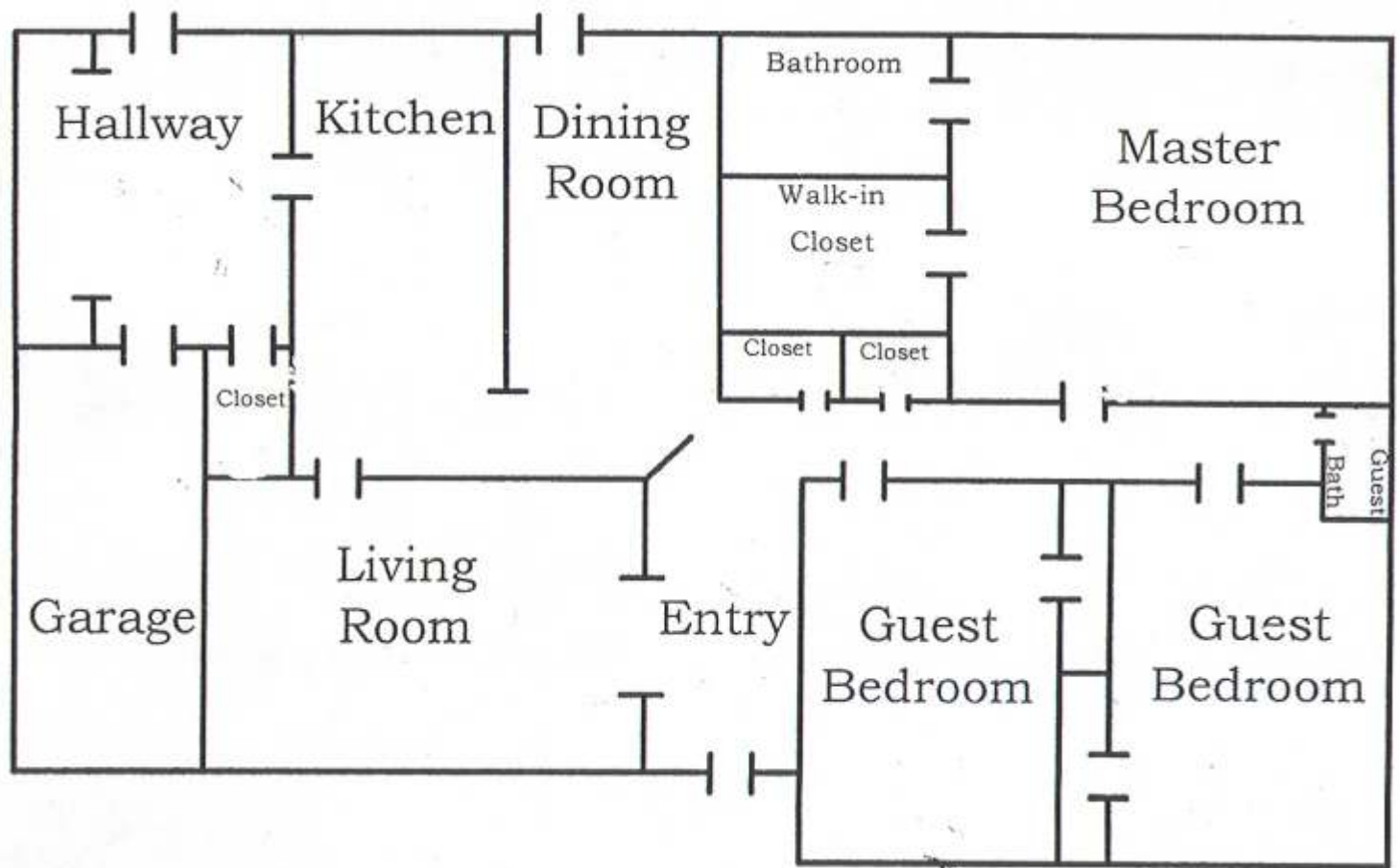
BEGINNING at a stake in the south edge of Cherry Road which stake is at the north end of the division line between the adjoining lots owned respectively by Luther Davidson and wife, Louona Davidson, and Daugherty Mahan and wife, Norma Jean Mahan; thence southwardly with said division line a distance of thirty (30) feet to a stake; thence a straight line to a stake in the south edge of Cherry Road, which stake is five (5) feet eastwardly from the place of beginning; thence westwardly with the south edge of Cherry Road five (5) feet to the place of beginning.

And being the same property conveyed to the parties of the first part herein by Luther Davidson and wife, Louona Davidson, by deed dated the 17<sup>th</sup> day of November, 1956, and recorded in Deed Book 178, page 171, Madison County Clerk's Office, to which reference is hereby made.

# Plat Map



## Floor Plan & Exterior Photos



Garage



Exterior Front



Exterior Rear

# Offer To Purchase Government Real Property

## PUBLIC AUCTION

### Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of the auction, to purchase the property described as:

**Berea Ranger Residence  
125 Cherry Road  
Berea, KY 40403  
4-A-KY-0616**

Amount of Bid: \_\_\_\_\_ Bid Deposit: **\$7,500** received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):  
\_\_\_\_\_

Bidder is: (check one)      ☐ Individual      ☐ Partnership      ☐ A Trustee      ☐ A Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signer's Name & Title (type or print): \_\_\_\_\_

## Certificate Of Corporate Bidder

I, \_\_\_\_\_ certify that I am

\_\_\_\_\_ of the Corporation named as bidder herein,  
(Secretary or other Official Title)

that \_\_\_\_\_ who signed this Offer To Purchase on behalf of the  
(Name)

bidder was then \_\_\_\_\_ of said Corporation; that said  
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing  
body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Secretary)

\_\_\_\_\_  
(Signature of President/Vice-President)

**CORPORATE SEAL**

U.S. General Services Administration  
PBS, Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 2528  
Atlanta, Georgia 30308-2550

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Official Business  
Penalty for Private Use, \$300

## **PUBLIC AUCTION**

**Public Auction  
October 13, 2005**

**Berea Ranger Residence  
125 Cherry Road  
Berea, KY 40403**

*For additional information, please call Gabriel Head at (404) 331-0298  
or email at [gabriel.head@gsa.gov](mailto:gabriel.head@gsa.gov)*

*Persons with disabilities may request materials in alternative formats.*

*For information and pictures, please visit the Property Disposal  
website on the Internet at <http://propertydisposal.gsa.gov/property>*